

EXHIBIT A



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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MDL NO. 1358 (SAS)

**In Re: Methyl Tertiary Butyl Ether
("MTBE") Products Liability Litigation**

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This Document Relates To:

State of New Mexico vs. Amerada Hess Corp., et al.
Civil Action No.: 04-CV-1726

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PETITION FOR ATTORNEYS' FEES

I. INTRODUCTION

To prosecute the State of New Mexico's MTBE claims, the New Mexico Office of the Attorney General entered into a Professional Services Agreement with Baron & Budd, P.C., Weitz & Luxenberg, P.C., and Sher Leff LLP. The Agreement does not specify an exact fee percentage to be paid to the Firms out of the State's recovery; rather, the Agreement requires the three Firms to petition the Court for a determination of reasonable fees and costs to be awarded out of a successful recovery for the State.

On behalf of the State, the Firms negotiated settlements totaling \$3,767,734.66. This figure represents the State's recovery against all Defendants except ExxonMobil (and a few smaller defendants).

The Firms submit this petition and ask the Court to award the Firms a fee in the amount of 33 1/3 % of the total settlement figure of \$3,767,734.66. In addition, the Firms ask the Court to award the Firms their litigation costs and expenses.

The Attorney General approves the Firms' request.

II. AGREEMENT WITH THE STATE REGARDING ATTORNEYS FEES

The Professional Services Agreement executed by the Office of the Attorney General of New Mexico provides that with respect to compensation for Baron & Budd, P.C., Weitz & Luxenberg, P.C., and Sher Leff LLP, the Firms must petition the Court for a determination of (1) "reasonable attorneys fees" to be paid and (2) the "necessary and reasonable costs and expenses" of the litigation to be reimbursed to the Firms.

A. The Agreement Lists Certain Factors to Be Considered in Setting the Fee.

The Agreement contemplates that the determination of an appropriate fee percentage would include the following factors:

- (a) the time and labor required, the novelty and difficulty of the questions involved, and the skill required to pursue the litigation properly;
- (b) the likelihood that the representation of the State precluded the Firms from accepting other employment;
- (c) the fees customarily charged in complex litigation where the lawyers must prevail before they are entitled to any fee;
- (d) the financial amount involved and the result obtained for the State;
- (e) the time limitations imposed by the litigation;
- (f) the nature and length of the professional representation;
- (g) the experience, reputation, and ability of the Firms representing the State including their experience in environmental tort matters; and
- (h) the uncertainty and risk assumed by the law Firms.

These factors support a finding that a fee of 33 $\frac{1}{3}$ is reasonable and appropriate.

1. Factor (a): the time and labor required, the novelty and difficulty of the questions involved, and the skill required to pursue the litigation properly.

As the Court is well aware, this litigation involved enormous investments of time and labor, requiring the parties to address a series of complex and difficult legal and factual questions. The briefing and argument of the preemption issue alone required hundreds of hours of attorney-time (and this was only one of the many substantive motions in these cases). The “behind the scenes” work to conduct discovery and develop expert reports and deposition testimony consumed even more time and considerable expense. And each phase of the litigation raised novel and difficult questions that required sophisticated legal understanding and extraordinary skill.

The Court addressed many case-dispositive motions — including those arguing preemption, primary jurisdiction, federal question, and justiciability — that would have disposed of all the cases in the MDL, including the State’s. In addition, the Court addressed certain issues specific to the focus cases (*e.g.*, causation) that gave the parties insight into how those issues would be determined in the remaining cases, including the State’s. The Firms collaborated in the preparation, briefing, and argument of all of the case-dispositive motions and in many that applied to focus cases.

2. Factor (b): the likelihood that the representation of the State precluded the Firms from accepting other employment.

Any case of this magnitude and complexity detracts from lawyers' ability to handle other matters, and this case is no exception. Among the Firms, approximately twenty attorneys and at least as many staff were dedicated to these cases and were precluded from working on other matters for years.

3. **Factor (c): the fees customarily charged in complex litigation where the lawyers must prevail before they are entitled to any fee.**

The one-third fee percentage is a customary fee for contingent fee work. In fact, it is the standard fee in tort cases and complex mass tort cases.

4. **Factor (d): the financial amount involved and the result obtained for the State.**

The settlement provides an extraordinary benefit to the State of New Mexico. In addition to \$3,767,734.66 in cash, the State enjoys the benefit of the thirty-year Treatment Protocol for 1,089 wells statewide. *See List of Wells Covered by Treatment Protocol*, attached as Exhibit A. That protects the entire population of the State — approximately 2 million people — for at least thirty years. Such a result was made possible by the Firms' experience, ability, and reputation in environmental litigation and negotiation of complex mass torts. It is only fitting that the State bear its fair share of attorneys fees for the work that achieved such a remarkable result.

The proposed 33⅓ % fee is also reasonable in light of the Firms' decision to collect a fee on only the cash portion of the State's settlement and to forgo a fee on the value of the future treatment component of the settlement. The Agreement with the State allows the Firms to collect a fee on both cash and non-cash recoveries, so the Firms are entitled to collect a fee anytime in the future if the State exercises its right to treatment for the 1,089 wells covered by the Treatment Protocol. But the Firms have informed the State of their intention to waive any future fee that would be owed for the value of treatment. Thus, the Firms will collect only the 33⅓% fee on the cash amount of \$3,767,734.66 and will collect no additional fees if the State exercises its right to treatment under the Protocol.

5. Factor (e): the time limitations imposed by the litigation.

Although the State is a single client, its case involves more than 1,100 wells and hundreds of water providers — more water providers, in fact, than in the rest of the MDL combined. Determining which of the State's wells were contaminated (and which were not) and how communities might be affected required an enormous amount of work. Data had to be gathered and analyzed, and experts consulted to determine the scope of the State's problem. Scott Summy and Erin McIntosh from Baron & Budd spent several hours working with State employees and consulting experts to determine which wells were contaminated and which would be covered by the well-protection program, and to develop a damages model. All of this work was necessary and time-consuming even though the State was not a focus case.

6. Factor (f): the nature and length of the professional representation.

The Firms began their relationship with the State of New Mexico just over three years ago. After several preliminary discussions with the Office of the Attorney General, the Firms submitted a formal Proposal in the fall of 2005. After the Firms were hired, attorneys traveled several times to both the Santa Fe and Albuquerque Offices for presentations and meetings regarding the course of the litigation. Only two weeks ago, Scott Summy and Carla Burke met in Albuquerque with Assistant Attorney General Steve Farris to discuss the settlement and remaining issues. And the Firms have collaborated with State staff at every stage of the case from drafting the complaint to working with State agencies and private experts to determine the scope of the contamination. The Firms expect to continue to represent the State in this case because ExxonMobil remains as a nonsettling defendant.

7. Factor (g): the experience, reputation, and ability of the Firms representing the State including their experience in environmental tort matters.

Each Firm focuses extensively on environmental tort cases. Baron & Budd, P.C. first began water contamination litigation in the 1980s when it discovered that an entire community near Tucson, Arizona had been contaminated by industrial solvents. Over a twenty-year period, Baron & Budd represented 1,600 individuals from that community who had been affected by their exposure to these chemicals. And that work continues today, whether the plaintiffs are individuals who live in lead-contaminated neighborhoods or cities whose water is contaminated with pesticides.

Sher Leff LLP likewise focuses its practice on significant environmental issues. Since the mid-1980s, Vic Sher has worked to shape environmental policy nationwide. To that end, he has litigated many cases to protect communities from toxic chemicals, preserve endangered ecosystems and species, conserve public lands, and improve air and water quality. And Sher Leff is regularly consulted by government agencies and law firms throughout the country regarding groundwater contamination and toxic torts.

Weitz & Luxenberg, P.C. is also a leader in environmental litigation. Its Environmental Law Division represents clients affected by lead, fluoride, chromium, and PCE, and other toxins in addition to MTBE.

The Firms all have extensive experience with MTBE litigation. Past experience with this type of litigation has benefitted each plaintiff in the current MDL including the State of New Mexico.

- Scott Summy of B&B was involved in the first MTBE case ever tried to a jury in the United States in North Carolina in 1997. He also successfully represented Communities

for a Better Environment (CBE) in a private attorney general type action focused solely on MTBE contamination at over 1,000 sites in the state of California. Statewide relief was obtained against the oil industry with an estimated value of \$200 million. For their service to the state, Mr. Summy and his legal team were awarded the California Lawyer Attorney(s) of the Year Award in 2001. Mr. Summy has successfully settled many individual MTBE cases.

- Mr. Summy and Vic Sher of SL were members of the outside legal team for the City of Santa Monica, California, in its MTBE lawsuit; in 2004 the City achieved a landmark settlement valued by the court at \$312 million.
- Mr. Summy and Rob Gordon of W&L were heavily involved in the original MDL 1358, which was established in New York in 2001. In that earlier round of MTBE lawsuits, Mr. Gordon served as co-lead counsel, and Mr. Summy served on the Plaintiffs' Steering Committee.
- Vic Sher was a senior member of the team that tried the South Tahoe Public Utility District's MTBE case and obtained a special verdict in 2002 finding MTBE and gasoline containing MTBE defective products, as well as that certain defendants acted with "malice."

The Firms have made environmental litigation a key focus of their practices — not a sideline — and that dedication is borne out in the outstanding result achieved for the State of New Mexico.

8. Factor (h): the uncertainty and risk assumed by the law Firms.

Finally, the Firms shouldered the enormous financial risk of the litigation. All of the Firms' cases were taken on a contingent fee basis. This means that although the Firms were required to risk time and money to develop the cases, the clients were not obligated to pay any fee unless the Firms secured a favorable outcome. It is difficult to describe the overwhelming sense of risk experienced by a plaintiffs' firm and its lawyers when the firm commits to investing millions of dollars in time and out-of-pocket expenses knowing that payment hinges on achieving a positive result.

The State's case is no less stressful. Each of the Firms invested time and money in this

case for years even though compensation was anything but certain. The Firms gathered data about all affected water resources statewide, consulted with experts, worked with the Office of the Attorney General to learn about contamination sources, and prepared damages calculations based on the available information. And, of course, the Firms negotiated an extraordinary settlement on behalf of the State. But the risk was similarly remarkable.

B. The Firms' Leadership Roles Should Also Be Considered in Setting the Fee.

Another factor to consider is the Firms' unique experience with MTBE litigation and their leadership roles in the MDL. The Court appointed Scott Summy of B&B, Rob Gordon of W&L, and Vic Sher of SL as co-lead counsel for all plaintiffs in MDL 1358. In addition, Robin Greenwald of W&L is the plaintiffs' liaison counsel, and the Firms represent a majority of the Plaintiffs' Steering Committee. The Firms thus make decisions that affect all the cases in the MDL: we focus and coordinate discovery, determine litigation strategy, shape legal arguments, draft legal briefs, represent the MDL plaintiffs at court hearings, and oversee cooperation among all plaintiffs' counsel.

III. AGREEMENT REGARDING COSTS AND EXPENSES

The Agreement also provides that the State will reimburse the Firms for necessary and reasonable costs and expenses advanced by the Firms. The Firms ask the Court to order the State to pay its specific expenses and its *pro rata* share of the general MDL expenses. As of this filing, the total of those specific and general expenses is estimated at \$58,000.00. As we complete the calculations of the general expenses, however, that figure may change. We do not expect the final total to vary dramatically, however. The Firms ask the Court to order the State to pay its specific expenses and its *pro rata* share of the general MDL expenses in addition to the fee requested above.

IV. AGREEMENT AMONG THE FIRMS

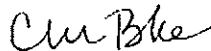
Whatever fee the Court awards will be shared among the three Firms pursuant to an agreement among those Firms. The Attorney General understood and specifically agreed to the division of fees among Baron & Budd, P.C., Weitz & Luxenberg, P.C., and Sher Leff LLP.

V. CONCLUSION

The Firms respectfully ask the Court to enter an Order awarding them a fee of 33⅓% and its specific expenses and its *pro rata* share of the general MDL expenses.

September 5th, 2008

Respectfully submitted,



Carla M. Burke
Scott Summy
BARON & BUDD, P.C.
3102 Oak Lawn Avenue, Suite 1100
Dallas, Texas 75219-4281
Telephone: (214) 521-3605
Fax: (214) 520-1181

Rob Gordon
WEITZ & LUXENBERG, P.C.
180 Maiden Lane
New York, New York 10038
Telephone: (212) 558-5500

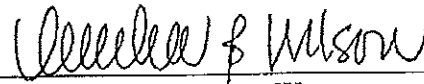
Victor M. Sher
SHER LEFF LLP
450 Mission Street, Suite 400
San Francisco, CA 94105
Telephone: (415) 348-8300

DECLARATION OF SERVICE

I, Amelia B. Wilson, hereby declare under perjury of law that a true copy of the foregoing

PETITION FOR ATTORNEYS' FEES

was served via LexisNexis File & Serve in MDL No. 1358 and upon Peter J. Sacripanti in his capacity as liaison counsel in this matter on this, the 5th day of September, 2008.



AMELIA B. WILSON

EXHIBIT A

1089 Active CWS Wells Defined As Serving Water To 25 Individuals All Year Long
(Minus Home Owner Associations, Mobile Homes, Prisons, Schools)

PWS ID	PWS System Name	City Served	Population	Status	Well ID	Well Name	Well Count
NM3500107	LA MESA MDWCA	LA MESA	980	A	00107001	WELL #1	1
NM3500112	VIRGEN WATER SYSTEM	LOS ALAMOS	146	A	00112001	WELL #1	2
NM3500113	MOR-WEST CORPORATION	ARTESIA	120	A	00113007	ENTRY POINT #1	3
NM3500113	MOR-WEST CORPORATION	ARTESIA	120	A	00113008	WELL #10	4
NM3500113	MOR-WEST CORPORATION	ARTESIA	120	A	00113001	WELL #3	5
NM3500113	MOR-WEST CORPORATION	ARTESIA	120	A	00113002	WELL #4	6
NM3500113	MOR-WEST CORPORATION	ARTESIA	120	A	00113003	WELL #6	7
NM3500113	MOR-WEST CORPORATION	ARTESIA	120	A	00113004	WELL #7	8
NM3500113	MOR-WEST CORPORATION	ARTESIA	120	A	00113005	WELL #8	9
NM3500113	MOR-WEST CORPORATION	ARTESIA	120	A	00113006	WELL #9	10
NM3500115	LOS ALAMOS MUNICIPAL WATER SYSTEM	LOS ALAMOS	25000	A	00115021	EP GUAJE BOOSTER 2	11
NM3500115	LOS ALAMOS MUNICIPAL WATER SYSTEM	LOS ALAMOS	25000	A	00115030	EP OTOWI BOOSTER #2	12
NM3500115	LOS ALAMOS MUNICIPAL WATER SYSTEM	LOS ALAMOS	25000	A	00115023	EP PAJARITO BOOSTER 2	13
NM3500115	LOS ALAMOS MUNICIPAL WATER SYSTEM	LOS ALAMOS	25000	A	00115024	GUAJE WELL #2A	14
NM3500115	LOS ALAMOS MUNICIPAL WATER SYSTEM	LOS ALAMOS	25000	A	00115026	GUAJE WELL #3A	15
NM3500115	LOS ALAMOS MUNICIPAL WATER SYSTEM	LOS ALAMOS	25000	A	00115027	GUAJE WELL #4A	16
NM3500115	LOS ALAMOS MUNICIPAL WATER SYSTEM	LOS ALAMOS	25000	A	00115028	OTOWI WELL #4	17
NM3500115	LOS ALAMOS MUNICIPAL WATER SYSTEM	LOS ALAMOS	25000	A	00115014	PAJARITO MESA WELL #1	18
NM3500115	LOS ALAMOS MUNICIPAL WATER SYSTEM	LOS ALAMOS	25000	A	00115015	PAJARITO MESA WELL #2	19
NM3500115	LOS ALAMOS MUNICIPAL WATER SYSTEM	LOS ALAMOS	25000	A	00115018	PAJARITO MESA WELL #5	20
NM3500117	WHITE CLIFFS MUTUAL DOMESTIC WATER USERS	GALLUP	204	A	00117004	ENTRY POINT #1	21
NM3500117	WHITE CLIFFS MUTUAL DOMESTIC WATER USERS	GALLUP	204	A	00117003	WELL #3	22
NM3500121	CHAMITA MDWCA	CHAMITA	1200	A	00121001	WELL #1	23
NM3500123	LA MESA WATER COOP	PLACITAS	500	A	00123001	WELL #1	24
NM3500123	LA MESA WATER COOP	PLACITAS	500	A	00123002	WELL #2	25
NM3500123	LA MESA WATER COOP	PLACITAS	500	A	00123003	WELL #3	26
NM3500125	ILFELD MDWCA	ILFELD	400	A	00125002	WELL #1 (OLD WELL)	27
NM3500125	ILFELD MDWCA	ILFELD	400	A	00125001	WELL #2 (NEW WELL)	28
NM3500129	BMG TRAILER PARK	RANCHOS DE TAOS	30	A	00129002	WELL #2	29
NM3500130	MELODY RANCH WATER CO	MORIARTY	188	A	00130003	BOOSTER PUMPS (EP #1)	30
NM3500130	MELODY RANCH WATER CO	MORIARTY	188	A	00130001	WELL #1 (SOUTH)	31
NM3500130	MELODY RANCH WATER CO	MORIARTY	188	A	00130002	WELL #2 (NORTH)	32
NM3500201	JUAN ROAD WATER SYSTEM	ALBUQUERQUE	34	A	00201003	ENTRY POINT #1	33
NM3500201	JUAN ROAD WATER SYSTEM	ALBUQUERQUE	34	A	00201002	WELL #2	34
NM3500201	JUAN ROAD WATER SYSTEM	ALBUQUERQUE	34	A	00201001	WELL #1 (TRES PISTOLAS)	35
NM3500202	QUEMADO MUNICIPAL WATER & SWA	QUEMADO	300	A	00202001	WELL #1	36
NM3500202	QUEMADO MUNICIPAL WATER & SWA	QUEMADO	300	A	00202002	WELL #2	37
NM3500210	UPPER DILA MDWCA	LA LOMA	42	A	00210001	WELL #1	38
NM3500219	KARR CANYON ESTATES	HIGH ROLLS	75	A	00219001	SPRING #1	39
NM3500221	ABIQUIU MDWCA	ABIQUIU	400	A	00221001	SPRING #1	40
NM3500224	LA VIDA MISSION COMMUNITY WATER SUPPLY	FARMINGTON	53	A	00224001	WELL #1	41
NM3500232	HI MESA ESTATES WATER COOP	LOS LUNAS	150	A	00232001	WELL #1	42
NM3500233	CANDY KITCHEN WATER COOP	RAMAH	45	A	00233001	WELL #1	43
NM3500323	OVERLOOK WATER CO-OP INC	PLACITAS	108	A	00323001	WELL #2	44
NM3500324	ROSA JOINT VENTURES WATER SYSTEM	AZTEC	210	A	00324001	WELL #1	45
NM3500324	ROSA JOINT VENTURES WATER SYSTEM	AZTEC	210	A	00324004	WELL #6	46
NM3500324	ROSA JOINT VENTURES WATER SYSTEM	AZTEC	210	A	00324003	WELL HOUSE	47
NM3500326	NM AMERICAN WATER CO EDGEWOOD DISTRICT	EDGEWOOD	5018	A	00326001	WELL #1 (QUAIL)	48
NM3500326	NM AMERICAN WATER CO EDGEWOOD DISTRICT	EDGEWOOD	5018	A	00326002	WELL #2 (JINKLE)	49
NM3500326	NM AMERICAN WATER CO EDGEWOOD DISTRICT	EDGEWOOD	5018	A	00326008	WELL #5 (BACHELOR)	50
NM3500326	NM AMERICAN WATER CO EDGEWOOD DISTRICT	EDGEWOOD	5018	A	00326003	WELL #3 (HOMESTEAD)	51
NM3500329	EAGLE ROCK VILLAGE	QUESTA	81	A	00329001	WELL #1	52
NM3500330	CASSANDRA WATER SYSTEM	MORIARTY	54	A	00330001	WELL #2	53
NM3500418	NORTH CLEVELAND MDWCA	CLEVELAND	70	A	00418003	WELL #2	54
NM3500421	CANON PLAZA MDWCA	VALLEJITOS	60	A	00421001	WELL #1	55
NM3500423	CEDAR CREEK WATER COOPERATIVE INC	PLACITAS	105	A	00423001	WELL #1	56
NM3500423	CEDAR CREEK WATER COOPERATIVE INC	PLACITAS	105	A	00423005	WELL #2	57
NM3500430	SUNSET ACRES WATER COMPANY	MORIARTY	400	A	00430001	WELL #1	58
NM3500501	VENTURA ESTATES HOA	ALBUQUERQUE	100	A	00501002	ENTRY POINT 1	59

1089 Active CWS Wells Defined As Serving Water To 25 Individuals All Year Long
(Minus Home Owner Associations, Mobile Homes, Prisons, Schools)

PWS ID	PWS System Name	City Served	Population	Status	Well ID	Well Name	Well Count
NM3500501	VENTURA ESTATES HOA	ALBUQUERQUE	100	A	00501001	WELL # 1	60
NM3500521	CANILON WATER SYSTEM	CANILON	400	A	00521004	SPRING #3	61
NM3500526	RANCHITOS DE GALISTEO WUA	GALISTEO	70	A	00526001	WELL #1 (NORTH)	82
NM3500528	RANCHITOS DE GALISTEO WUA	GALISTEO	70	A	00526002	WELL #2 (SOUTH)	63
NM3500601	TUERAS (VILLAGE OF)	TUERAS	1200	A	00601002	WELL #2	64
NM3500601	TUERAS (VILLAGE OF)	TUERAS	1200	A	00601004	WELL #3	65
NM3500621	CANONES MDWCA	CANONES	165	A	00621001	WELL #1	66
NM3500623	VISTA DE ORO DE PLACITAS WATER USERS COO	PLACITAS	72	A	00623001	WELL #1	67
NM3500624	LEE HAMMOND WATER TREATMENT PLANT	BLOOMFIELD	9000	A	00624002	WELL #2	68
NM3500701	FOX HILLS WATER USERS ASSOC	SANDIA PARK	69	A	00701001	WELL # 1	69
NM3500707	LA UNION MDWCA	ANTHONY	418	A	00707001	WELL #1	71
NM3500721	UPPER CANONCITO MDWCA	DIXON	80	A	00721003	WELL #1	72
NM3500721	UPPER CANONCITO MDWCA	DIXON	80	A	00721004	WELL #2	73
NM3500721	UPPER CANONCITO MDWCA	DIXON	80	A	00721005	WELL #3	74
NM3500821	VISTA BONITA WATER COOP	CAPULIN	200	A	00821001	WELL #1	75
NM3500901	CEBOLLA MDWCA	ALBUQUERQUE	45	A	00901001	WELL #1	76
NM3500921	ORCHARD ESTATES FLDWCA & SW	CEBOLLA	300	A	00921006	WELL #1	77
NM3501001	SUNSET HILLS ESTATES HOA	CORRALES	30	A	00923001	WELL # 1	78
NM3501001	SUNSET HILLS ESTATES HOA	ALBUQUERQUE	75	A	01001001	WELL #1 (WEST)	79
NM3501021	CHAMA WATER SYSTEM	ALBUQUERQUE	75	A	01001003	WELL #3	80
NM3501024	PINE RIVER SUBDIVISION WATER USERS ASSN	CHAMA	1250	A	01021005	TREATMENT PLANT #3	81
NM3501201	VISTA DE MANANA	NAVAJO DAM	25	A	01024001	WELL #1	82
NM3501201	VISTA DE MANANA	CEDAR CREST	80	A	01201001	WELL #1	83
NM3501221	CORDOVA MDWCA	CEDAR CREST	80	A	01201002	WELL #2	84
NM3501221	CORDOVA MDWCA	CORDOVA	325	A	01221001	WELL #1	85
NM3501223	DESERT SKY MOUNTAIN WATER COOPERATIVE	CORDOVA	325	A	01221002	WELL #2	86
NM3501223	DESERT SKY MOUNTAIN WATER COOPERATIVE	PLACITAS	114	A	01223002	WELL #1 (EAST)	87
NM3501232	HIGHLAND MEADOWS ESTATES MDWCA	PLACITAS	114	A	01223001	WELL #2 WEST	88
NM3501232	HIGHLAND MEADOWS ESTATES MDWCA	LOS LUNAS	61	A	01232008	WELL #3 (MILLS)	89
NM3501232	HIGHLAND MEADOWS ESTATES MDWCA	LOS LUNAS	61	A	01232010	WELL #4 (JERSEY)	90
NM3501321	COYOTE MDWCA	LOS LUNAS	61	A	01232012	WELL #5 (BRANDON)	91
NM3501421	CHRIST IN THE DESERT MONASTERY	COYOTE	53	A	01321005	WELL #3	92
NM3501521	EL LLANO MDWCA	DIXON	531	A	01421002	WELL #3	93
NM3501621	ENSENADA MDWCA	ABQUIJU	52	A	01521001	INFILTRATION GALLERY #1	94
NM3501721	ENSENADA MDWCA	ESPANOLA	105	A	01621002	WELL #2	95
NM3501821	ENSENADA MDWCA	EL RITO	363	A	01721001	WELL #1	96
NM3501901	PAACKWEE VILLAGE WATER CO-OP ASSOC. INC	TIERRA AMARILLA	150	A	01821001	WELL #1	97
NM3501921	ESPANOLA WATER SYSTEM	TIERRA AMARILLA	150	A	01821005	WELL #2	98
NM3501921	ESPANOLA WATER SYSTEM	ALBUQUERQUE	46	A	01901001	WELL #1	99
NM3501921	ESPANOLA WATER SYSTEM	ESPANOLA	10065	A	01921036	CARTER WELL #8	100
NM3501921	ESPANOLA WATER SYSTEM	ESPANOLA	10065	A	01921000	DISTRIBUTION SYSTEM	101
NM3501921	ESPANOLA WATER SYSTEM	ESPANOLA	10065	A	01921010	ENTRY POINT #2 (SOUTH INDUST WELL)	102
NM3501921	ESPANOLA WATER SYSTEM	ESPANOLA	10065	A	01921018	MCCURDY WELL # 6	103
NM3501921	ESPANOLA WATER SYSTEM	ESPANOLA	10065	A	01921002	MEADOW ACRES WELL	104
NM3501921	ESPANOLA WATER SYSTEM	ESPANOLA	10065	A	01921003	NORTH WELL INDUSTRIAL PARK	105
NM3501921	ESPANOLA WATER SYSTEM	ESPANOLA	10065	A	01921005	SOUTH WELL INDUSTRIAL PARK	106
NM3502021	GALLINA WATER SYSTEM	ESPANOLA	10065	A	01921007	WEST WELL	107
NM3502021	GALLINA WATER SYSTEM	GALLINA	100	A	02021004	WELL #2	108
NM3502121	LA MADERA MDWCA	LA MADERA	36	A	02121005	EP WELLS 1 & 2	109
NM3502121	LA MADERA MDWCA	LA MADERA	36	A	02121001	WELL #1	110
NM3502321	LINDRITH COMMUNITY WATER COOP INC	LINDRITH	130	A	02321001	WELL #1	111
NM3502521	LLANO CHIMAYO MDWCA	CHIMAYO	30	A	02521001	WELL #1	112
NM3502621	AFODACA MDWCA	DIXON	200	A	02621001	WELL #1	113
NM3502721	LUMBERTON MDWCA	LUMBERTON	172	A	02721002	INFILTRATION GALLERY #2	114
NM3502721	LUMBERTON MDWCA	LUMBERTON	172	A	02721003	SAMPLING STATION #1	115
NM3502921	LOS OJOS MDWCA	LOS OJOS	500	A	02921002	WELL #2	116
NM3502921	LOS OJOS MDWCA	LOS OJOS	500	A	02921003	WELL #3	117
NM3503121	PLACITAS MDWCA	EL RITO	252	A	03121003	ENTRY POINT #1	118
NM3503121	PLACITAS MDWCA	EL RITO	252	A	03121001	WELL #1	119

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PWS ID	PWS System Name	City Served	Population	Status	Well ID	Well Name	Well Count
NM3503121	PLACITAS MDWCA	EL RITO	252	A	03121002	WELL #2	120
NM3503221	DURANES Y GAVILANES MDWCA	OJO CALIENTE	225	A	03221001	WELL #1	121
NM3503321	TERRA AMARILLA MDWCA	TERRA AMARILLA	470	A	03321001	WELL #1	122
NM3503321	TERRA AMARILLA MDWCA	TERRA AMARILLA	470	A	03321002	WELL #2	123
NM3503321	TERRA AMARILLA MDWCA	TERRA AMARILLA	470	A	03321003	WELL #3	124
NM3503421	TRUCHAS MDWCA	TRUCHAS	1000	A	03421003	WELL #3	125
NM3503521	VALLECITOS MDWCA	VALLECITOS	96	A	03521001	INFILTRATION GALLERY #1	126
NM3503621	VALLEY ESTATES WATER AND SEWER ASSOCIATI	ESPAÑOLA	185	A	03621002	WELL #2	127
NM3503621	VALLEY ESTATES WATER AND SEWER ASSOCIATI	ESPAÑOLA	185	A	03621003	WELL #3	128
NM3503721	YOUNGSHVILLE MDWCA	YOUNGSHVILLE	40	A	03721002	WELL #2	129
NM3504026	CANADA DE LOS ALAMOS MDWCA	SANTA FE	70	A	04026001	INFILTRATION GALLERY (WELL #1)	130
NM3504126	EL VADITO DE LOS CERRILLOS WATER ASSOC	CERRILLOS	350	A	04126001	INFILTRATION GALLERY #1	131
NM3504226	CUNDIYO MDWCA		65	A	04226002	WELL #1	132
NM3504326	GLORIETA EAST WATER SUPPLY	GLORIETA	60	A	04326002	WELL #3	133
NM3504426	GALISTEO MDWCA	GALISTEO	150	A	04426001	WELL #1	134
NM3504526	GLORIETA MDWCA	GLORIETA	200	A	04526002	WELL #2	135
NM3504626	LIFEWAY GLORIETA CONFERENCE CENTER	GLORIETA	2500	A	04626002	WELL #5	136
NM3504626	LIFEWAY GLORIETA CONFERENCE CENTER	GLORIETA	2500	A	04626003	WELL #8	137
NM3504826	MADRID VILLAGE WATER CO-OP	CERRILLOS	300	A	04826003	WELL #3	138
NM3504926	RIO CHICUITO WATER SUPPLY	CHIMAYO	200	A	04926003	WELL #3	139
NM3505126	SANTA FE WATER SYSTEM (CITY OF)	SANTA FE	70001	A	05126001	AGUA FRIA WELL	140
NM3505126	SANTA FE WATER SYSTEM (CITY OF)	SANTA FE	70001	A	05126002	ALTO WELL	141
NM3505126	SANTA FE WATER SYSTEM (CITY OF)	SANTA FE	70001	A	05126003	BUCKMAN #1	142
NM3505126	SANTA FE WATER SYSTEM (CITY OF)	SANTA FE	70001	A	05126004	BUCKMAN #2	143
NM3505126	SANTA FE WATER SYSTEM (CITY OF)	SANTA FE	70001	A	05126005	BUCKMAN #3	144
NM3505126	SANTA FE WATER SYSTEM (CITY OF)	SANTA FE	70001	A	05126019	BUCKMAN #3A	145
NM3505126	SANTA FE WATER SYSTEM (CITY OF)	SANTA FE	70001	A	05126006	BUCKMAN #4	146
NM3505126	SANTA FE WATER SYSTEM (CITY OF)	SANTA FE	70001	A	05126007	BUCKMAN #5	147
NM3505126	SANTA FE WATER SYSTEM (CITY OF)	SANTA FE	70001	A	05126008	BUCKMAN #6	148
NM3505126	SANTA FE WATER SYSTEM (CITY OF)	SANTA FE	70001	A	05126009	BUCKMAN #7	149
NM3505126	SANTA FE WATER SYSTEM (CITY OF)	SANTA FE	70001	A	05126017	BUCKMAN #8	150
NM3505126	SANTA FE WATER SYSTEM (CITY OF)	SANTA FE	70001	A	05126043	BUCKMAN #9	151
NM3505126	SANTA FE WATER SYSTEM (CITY OF)	SANTA FE	70001	A	05126044	BUCKMAN WELL #10	152
NM3505126	SANTA FE WATER SYSTEM (CITY OF)	SANTA FE	70001	A	05126045	BUCKMAN WELL #11	153
NM3505126	SANTA FE WATER SYSTEM (CITY OF)	SANTA FE	70001	A	05126046	BUCKMAN WELL #12	154
NM3505126	SANTA FE WATER SYSTEM (CITY OF)	SANTA FE	70001	A	05126047	BUCKMAN WELL #13	155
NM3505126	SANTA FE WATER SYSTEM (CITY OF)	SANTA FE	70001	A	05126038	EP 10 MG STORAGE TANK	156
NM3505126	SANTA FE WATER SYSTEM (CITY OF)	SANTA FE	70001	A	05126040	EP 2 MG STORAGE TANK	157
NM3505126	SANTA FE WATER SYSTEM (CITY OF)	SANTA FE	70001	A	05126031	EP AGUA FRIA WELL	158
NM3505126	SANTA FE WATER SYSTEM (CITY OF)	SANTA FE	70001	A	05126030	EP ALTO AND FERGUSON WELLS	159
NM3505126	SANTA FE WATER SYSTEM (CITY OF)	SANTA FE	70001	A	05126032	EP SANTA FE WELL	160
NM3505126	SANTA FE WATER SYSTEM (CITY OF)	SANTA FE	70001	A	05126035	EP TORREON WELL	161
NM3505126	SANTA FE WATER SYSTEM (CITY OF)	SANTA FE	70001	A	05126010	FERGUSON WELL	162
NM3505126	SANTA FE WATER SYSTEM (CITY OF)	SANTA FE	70001	A	05126011	SANTA FE WELL	163
NM3505126	SANTA FE WATER SYSTEM (CITY OF)	SANTA FE	70001	A	05126012	ST MICHAELS WELL	164
NM3505126	SANTA FE WATER SYSTEM (CITY OF)	SANTA FE	70001	A	05126013	SURFACE INTAKE	165
NM3505126	SANTA FE WATER SYSTEM (CITY OF)	SANTA FE	70001	A	05126015	SURFACE WATER TREATMENT PLANT	166
NM3505126	SANTA FE WATER SYSTEM (CITY OF)	SANTA FE	70001	A	05126014	TORREON WELL	167
NM3505226	SUNLIT HILLS WATER SYSTEM	SANTA FE	990	A	05226001	WELL #1 (RG-18340)	168
NM3505226	SUNLIT HILLS WATER SYSTEM	SANTA FE	990	A	05226002	WELL #2 (RG-18340-S)	169
NM3505226	SUNLIT HILLS WATER SYSTEM	SANTA FE	990	A	05226004	WELL #4 (RG-18340-S-3)	170
NM3505226	SUNLIT HILLS WATER SYSTEM	SANTA FE	990	A	05226005	WELL #5 (RG-18340-S-4)	171
NM3505226	SUNLIT HILLS WATER SYSTEM	SANTA FE	990	A	05226006	WELL #6 (RG-18340-S-5)	172
NM3505226	SUNLIT HILLS WATER SYSTEM	SANTA FE	990	A	05226008	WELL #8 (RG-18340-S-8)	173
NM3505226	SUNLIT HILLS WATER SYSTEM	SANTA FE	990	A	05226010	WELL #9 (RG-18340-S-9)	174
NM3505226	TESUQUE MDWCA	TESUQUE	370	A	05326001	WELL #1	175
NM3505429	LOWER ARROYO HONDO MDWCA	ARROYO HONDO	250	A	05429001	WELL #1	176
NM3505529	ARROYO SECO MDWCA	ARROYO SECO	546	A	05529001	WELL #1	177
NM3505529	ARROYO SECO MDWCA	ARROYO SECO	546	A	05529002	WELL #2	178
NM3505629	CANON MDWCA	CANON	591	A	05629001	WELL #1	179

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PWS ID	PWS System Name	City Served	Population	Status	Well ID	Well Name	Well Count
NM3505629	CAYON MDWCA	CAYON	591	A	05629002	WELL #2	180
NM3505829	CHAMISAL MDWCA	CHAMISAL	500	A	05829001	WELL #1	181
NM3505929	COSTILLA MDWCA	COSTILLA	300	A	05929002	WELL #2	182
NM3505929	COSTILLA MDWCA	COSTILLA	300	A	05929006	WELL #3	183
NM3506329	LLANO QUEMADO MDWCA	RANCHOS DE TAOS	850	A	06329001	WELL #1 (INTERSECTION)	184
NM3506329	LLANO QUEMADO MDWCA	RANCHOS DE TAOS	850	A	06329002	WELL #2 (SCHOOL)	185
NM3506429	LLANO SAN JUAN MDWCA	LLANO	84	A	06429001	WELL #1	186
NM3506621	OJO CALIENTE MDWCA	OJO CALIENTE	350	A	06621001	WELL #1	187
NM3506621	OJO CALIENTE MDWCA	OJO CALIENTE	350	A	06621002	WELL #2	188
NM3506729	PENASCO MDWCA	PENASCO	513	A	06729001	WELL #1	189
NM3506729	PENASCO MDWCA	PENASCO	513	A	06729002	WELL #2	190
NM3506829	QUESTA WATER SYSTEM	QUESTA	1820	A	06829001	WELL #1	191
NM3506829	QUESTA WATER SYSTEM	QUESTA	1820	A	06829002	WELL #2	192
NM3507029	RANCHOS DE TAOS MDWCA	RANCHOS DE TAOS	900	A	07029001	WELL #1	193
NM3507029	RANCHOS DE TAOS MDWCA	RANCHOS DE TAOS	900	A	07029002	WELL #2	194
NM3507029	RANCHOS DE TAOS MDWCA	RANCHOS DE TAOS	900	A	07029003	WELL #3	195
NM3507129	RED RIVER WATER SYSTEM	RED RIVER	500	A	07129009	EP WELL # 5	196
NM3507129	RED RIVER WATER SYSTEM	RED RIVER	500	A	07129007	PIONEER FIELD ENTRY POINT	197
NM3507129	RED RIVER WATER SYSTEM	RED RIVER	500	A	07129002	WELL #2	198
NM3507129	RED RIVER WATER SYSTEM	RED RIVER	500	A	07129003	WELL #3	199
NM3507129	RED RIVER WATER SYSTEM	RED RIVER	500	A	07129004	WELL #4	200
NM3507129	RED RIVER WATER SYSTEM	RED RIVER	500	A	07129005	WELL #5	201
NM3507229	RIO LUCIO MDWCA	PENASCO	500	A	07229001	WELL #1	202
NM3507229	RIO LUCIO MDWCA	PENASCO	500	A	07229002	WELL #2	203
NM3507229	RODARTE MDWCA	RODARTE	75	A	07329001	WELL #1	204
NM3507429	TALPA MDWCA	TAOS	1100	A	07429001	WELL #1 (VALERIO)	205
NM3507429	TALPA MDWCA	TAOS	1100	A	07429002	WELL #2 (TORRES)	206
NM3507529	TAOS MUNICIPAL WATER SYSTEM	TAOS	4901	A	07529004	WELL #3 (OJO ROAD)	207
NM3507529	TAOS MUNICIPAL WATER SYSTEM	TAOS	4901	A	07529009	ENTRY POINT 1	208
NM3507529	TAOS MUNICIPAL WATER SYSTEM	TAOS	4901	A	07529002	WELL #1	209
NM3507529	TAOS MUNICIPAL WATER SYSTEM	TAOS	4901	A	07529003	WELL #2	210
NM3507529	TAOS MUNICIPAL WATER SYSTEM	TAOS	4901	A	07529004	WELL #3 (OLD)	211
NM3507529	TAOS MUNICIPAL WATER SYSTEM	TAOS	4901	A	07529008	WELL #3A (NEW)	212
NM3507529	TAOS MUNICIPAL WATER SYSTEM	TAOS	4901	A	07529005	WELL #4	213
NM3507529	TAOS MUNICIPAL WATER SYSTEM	TAOS	4901	A	07529006	WELL #5	214
NM3507629	TRAMPAS MDWCA	TRAMPAS	200	A	07629000	DISTRIBUTION SYSTEM	215
NM3507629	TRAMPAS MDWCA	TRAMPAS	200	A	07629002	WELL #1S	216
NM3507729	TRES PIEDRAS MDWCA	TRES PIEDRAS	315	A	07729001	WELL #2 (ELDER)	217
NM3507729	TRES PIEDRAS MDWCA	TRES PIEDRAS	315	A	07729002	WELL #3 (MILLER)	218
NM3507829	UPPER ARROYO HONDO MDWCA	ARROYO HONDO	150	A	07829001	WELL #1	219
NM3507829	UPPER ARROYO HONDO MDWCA	ARROYO HONDO	150	A	07829002	WELL #2	220
NM3507929	VADITO MDWCA	VADITO	180	A	07929001	WELL #1	221
NM3508029	VALDEZ MDWCA	VALDEZ	100	A	08029001	WELL #1	222
NM3508129	HACIENDA SUBDIVISION WATER SYSTEM	TAOS	72	A	08129001	WELL #1 (UPPER/EAST)	223
NM3508129	HACIENDA SUBDIVISION WATER SYSTEM	TAOS	72	A	08129002	WELL #2 (LOWER/WEST)	224
NM3508317	GALLUP WATER SYSTEM	GALLUP	22000	A	08317015	COLIANNI	225
NM3508317	GALLUP WATER SYSTEM	GALLUP	22000	A	08317000	DISTRIBUTION SYSTEM	226
NM3508317	GALLUP WATER SYSTEM	GALLUP	22000	A	08317001	ERWIN WELL	227
NM3508317	GALLUP WATER SYSTEM	GALLUP	22000	A	08317019	GALANIS WELL	228
NM3508317	GALLUP WATER SYSTEM	GALLUP	22000	A	08317003	JUNKER #2	229
NM3508317	GALLUP WATER SYSTEM	GALLUP	22000	A	08317004	LEWIS # 1	230
NM3508317	GALLUP WATER SYSTEM	GALLUP	22000	A	08317005	MUNOZ WELL	231
NM3508317	GALLUP WATER SYSTEM	GALLUP	22000	A	08317006	RAY # 1	232
NM3508317	GALLUP WATER SYSTEM	GALLUP	22000	A	08317018	SANTA FE PUMP STATION	233
NM3508317	GALLUP WATER SYSTEM	GALLUP	22000	A	08317020	WELL # 17	234